

RFR Name: Massachusetts Solar Market Analysis Subscription Service
RFR File Number: RFR-ENE-2014-041

We have the following questions regarding the RFR.

1. Is a requirement of the requested subscription service that it cover all aspects requested? That is, is it a requirement for the subscription service to cover items a thru e, or is it just preferred that a subscription service cover all items a thru e (reformatted from the RFR Section IV.A)?
 - a. Information and qualitative and quantitative analysis concerning solar project development activity across all market sectors and across all regions of the Commonwealth;
 - b. Highlights on new market entrants and exits;
 - c. Analysis of current and projected SREC I and SREC II market supplies and pricing;
 - d. Identification and evaluation of new national and regional policy actions that might affect the MA market; and,
 - e. Other relevant regional and global technology and market trends.

DOER seeks a non-customized subscription service, so we recognize that all offers will not include the exact full list of items suggested in the solicitation. This list was meant to be a set of examples of the types of information we seek and would be helpful as possible to fully appreciate the range and dynamics of the state's solar market. We encourage responses that include all or some of these aspects, as well as others not listed.

2. If the answer to Question #1 is that coverage of all topics is preferred (not required) to what degree if any (and how) is one topic weighted more heavily than another in the evaluation?

DOER will evaluate each response holistically as it relates to the effectiveness of the information to provide DOER with an accurate, up to date, and comprehensive view of the Massachusetts solar market.

3. Section III.D states that "The initial Contract Duration for this RFR is up to one year ...", while Section I.B states "DOER seeks a subscription service for one year, ..." Please clarify, can a base period be for less than 1 year?

No; initial contract will be for one (1) calendar year with options for annual renewal.

4. Is submittal of a proposal via e-mail preferred, acceptable, not allowed?
 - a. If allowed, would the email be addressed to edward.dobbin@state.ma.us, or some other address?

Yes, submission via email (Edward.dobbin@state.ma.us) is acceptable and preferred.

5. Section III.D states "*The Initial Contract Duration for this RFR is up to one year from the Contract Effective Start Date, plus options to renew on an annual basis for up to five years at the sole discretion of the DOER.*" If proposed legislation makes SREC II an orphan policy, can we reserve the right to terminate the subscription offering (at least as defined, which specifically includes SREC information) or alter the definition of the offering – with DOER, of course, having the right to not re-up if there is a change in definition of the offering?

Yes, DOER understands that if and when the policy that impacts the solar market changes, then the analysis and data associated with the solar market may change as well. DOER recognizes that if the solar policy changes and the successful responder does not maintain its subscription services or changes it substantially, then the subscription terms may change and the agreement to continue the subscription will need to be re-bid or maintained under mutual agreement.

6. Section V.B states that DOER *"All deliverables including, but not limited to, those listed above shall be owned by the Commonwealth of Massachusetts."* Ownership of the subscription deliverable conflicts with our default agreement terms for a Subscription service (and I would imagine it would conflict with other respondents' to the RFR default agreement terms). May we negotiate or alter the request for Commonwealth ownership, with the same de facto re-distribution terms or is the Commonwealth ownership a non-negotiable requirement?

DOER recognizes that the subscription product is information that the vendor provides to subscribers for only their use, and that DOER's ability to make this information public would render the vendor's business model obsolete. DOER will not offer information obtained through the subscription service to any parties outside DOER.

7. Section VI.C.2 states *"Unless otherwise specified, no proposal may be withdrawn for a period of 120 days following the submittal deadline."* while Section "Appendix A: Terms and Requirements Pertaining to Awarded Contracts " states *"Minimum Bid Duration. Bidders responses/bids made in response to this RFR must remain in effect for at least 90 days from the date of bid submission."* These requirements conflict, which one prevails?

The 90 days pertains to pricing. The selected vendor doesn't need to honor pricing if the award takes longer than 90 days.

8. Supplier Diversity Program section states:

- a. "M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over \$150,000." What is actually required as we don't envision subcontracting to or making ancillary use of a M/WBE firm to provide the requested subscription service?

This requirement is not applicable as the contract value does not exceed \$150,000.

- b. As DOER is planning on procuring a standard subscription for at the most \$20,000, we believe it is unreasonable to ask contractors to alter their business processes that has already been defined, budgeted, staffed and offered in order to fulfill the SDP for this RFR. Is it possible these requirements be dropped as appears possible in the per the "Best Value Selection and Negotiation" section?

See above response in Section 8-A.